

CITY OF SAVANNAH, GEORGIA OFFICE OF THE PURCHASING DIRECTOR POST OFFICE BOX 1027 SAVANNAH, GEORGIA 31402 (912) 651-6425

www.Savannahga.gov
TDD Customer Service Desk • (912) 651-6702

DATE: March 23, 2005 BID NO. 05.074

SUBJECT: Invitation to bid on the following equipment, supply, and/or services.

NAME OF BID: Fertilizer, Seed, Etc.-Annual Contract

This letter extends to your Firm an invitation to submit a bid to supply the City of Savannah with equipment, supplies, and/or services as indicated above. Sealed bids for the above will be received at the Office of the City Purchasing Director, Board of Purchase, City Hall, Savannah, Georgia, up to **1:30 p.m.** on <u>Tuesday, April 12, 2005</u> at which time, bids will be opened and publicly read. The Board of Purchase reserves the right to reject any and all bids and to waive formalities.

Instructions for preparation and submission of a bid-proposal are contained in the attached packet. Please note that specific forms for submission of a bid proposal are required. Bids must be typed or printed in ink. If you do not bid, return signed bid invitation sheet and state reason. Also, please clearly mark the outside of your envelope as "No Bid."

A pre-bid conference has been scheduled to be conducted in the Office of the Purchasing Director, 3rd Floor, City Hall at 11:30 a.m. on Tuesday, April 5, 2005 to discuss the specifications and resolve any questions and/or misunderstandings that may arise. You are invited to attend.

Any changes to the conditions and specifications must be in the form of a written addendum to be valid; therefore, the City will issue a written addendum to document all approved changes. **Any bid submitted which does not acknowledge the receipt of an addendum will not be considered.**

The City of Savannah has an equal opportunity purchasing policy. The City of Savannah seeks to ensure that all segments of the business community have access to supplying the goods and services needed by City programs. The City affirmatively works to encourage utilization of minority business enterprises in our procurement activities. The City provides equal opportunities for all businesses and does not discriminate against any vendors regardless of race, color, religion, age, sex, national origin or handicap. A "minority business enterprise" is defined as "one whose ownership is at least 51% held by persons who are Black, Asian-American, American Indian or Spanish Surnamed Americans".

A Bid proposal from your Firm will be appreciated.

Sincerely yours,

Margaret H. Joyner Purchasing Director

Vickie J. Steele Buyer

AN INVITATION TO BID

INSTRUCTIONS TO BID

- 1.1 **Purpose:** The purpose of this document is to provide general and specific information for use by vendors in submitting a bid to supply the City of Savannah with equipment, supplies, and or services as listed above. All bids are governed by the Charter and Code of the City of Savannah.
- 1.2 **How to Prepare Bid Proposals:** All bid proposals shall be:
 - (A) Prepared on the forms enclosed herewith, unless otherwise prescribed.
 (B) Typewritten or completed with pen and ink, signed by the vendor or his
 - (B) Typewritten or completed with pen and ink, signed by the vendor or his authorized representative, with all erasures or corrections initialed and dated by the official signing the proposal.

Bidders are encouraged to review carefully all provisions and attachments of this document prior to completion. Each bid constitutes an offer and may not be withdrawn except as provided herein. Also, prices are to remain firm for the period stated herein.

- 1.3 **How to Submit Bid Proposals:** All bid proposals shall be:
 - (A) Submitted in sealed opaque envelope, plainly marked with the bid number and equipment, supply and/or service description listed above.
 - (B) Mailed or delivered as follows in sufficient time to ensure receipt by the Purchasing Director on or before 1:30 P.M. on the date specified in the first paragraph of the above letter of invitation.
 - (a) Mailing Address: Purchasing Director, Post Office Box 1027, Savannah, Georgia 31402.
 - (b) Hand Delivery Address: Purchasing Director, 3rd Floor, City Hall, Bay & Bull Streets, Savannah, GA.
 - (c) Bids not received by the time and date specified in the first paragraph of the letter will not be opened.
- 1.4 **How to Submit an Objection:** Objections from bidders to the invitation to bid and/or these specifications should be brought to the attention of the City Purchasing Director in the following manner.
 - (A) When a pre-bid conference is scheduled, bidders should either present their oral objection at that time or submit their written objections at least 2 days prior to the scheduled conference.
 - (B) When a pre-bid conference is not scheduled, the bidders should object in writing at least 5 days prior to the opening of the bids.
 - (C) Failure to object in accordance with the above procedure shall constitute a waiver on the part of the vendor to protest the solicitation.
- 1.5 **Failure to Bid:** If a bid is not submitted, bidder should return bid sheets, stating reason therefore, and indicate whether the business should be retained or removed from the City's mailing list. **The outside of the envelope should clearly be marked " No Bid ".**
- 1.6 **Errors in Bids:** Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids. Failure to do so will be at the bidders' own risk. In case of error in extension of prices in the bid, the unit prices shall govern.
- 1.7 **Standards for Acceptance of Bid for Award Contract:** The City reserves the right to reject any or all bids and to waive any irregularities or technicalities in bids received whenever such rejections or waiver is in the interest of the City. The City reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid from a bidder whom investigation shows is not in a position to perform the contract.

- 1.8 **Bidder:** Whenever the term "bidder" is used it shall encompass the "contractor", "purchaser" or other party having a contract with the City in such capacity after a contract has been entered into or between such party and the City.
- 1.9 **Compliance with laws:** The bidder shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state or City statute, ordinances and rules during the performance of any contract between the bidder and the City. Any such requirement specifically set forth in any contract document between the bidder and the City shall be supplementary to this section and not in substitution thereof.

GENERAL CONDITIONS

- 2.1 Specifications: Any obvious error or omission in specifications shall not inure to the benefit of the bidder but shall put the bidder on notice to inquire of or identify the same from the City. Whenever mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed to be the minimum requirements of these specifications.
- 2.2 **Delivery Point:** Unless otherwise stated, all items shall be quoted and delivered F.O.B. Destination (i.e., at a specific City of Savannah address), and delivery cost and charges (if any) will be included in bid price.
- 2.3 **Cash Discounts (Terms):** Unless otherwise specified, prompt payment cash discounts will be considered in determining cost. A minimum of ten (10) working days must be allowed for an offered prompt payment discount in order to be considered in making an award.3
- 2.4 **Delivery Time:** When delivery time is requested in invitation documents, time will be of the essence; therefore, bid shall include the delivery date. In some instances, the City may specify an outside delivery date.

2.5 **Preparation For Delivery:**

- (A) Packing Packing shall be accomplished in accordance with acceptable commercial practices for domestic shipments, unless otherwise stated in the contract or purchase order. The vendor shall make shipments using the minimum number of containers consistent with the requirements of safe transit, available mode of transportation routing. It shall be the vendor's responsibility to determine that packing is done as adequate to assure that all the materials shall arrive at destination in an undamaged condition ready for its intended use.
- (B) Marking All packages shall be identified with the City of Savannah purchase order number and the using Department. Sealed packing lists must be affixed to all cartons showing its content.
- (C) **Shipping** The vendor shall follow shipping instructions as stated on the purchase order or contract.
- 2.6 **Multiple Bids:** No vendor will be allowed to submit more than one bid. Any alternate proposals must be brought to the Purchasing Director's attention during the Pre-Bid Conference or submitted in writing at least five (5) days preceding bid opening date.
- 2.7 Bids For All Or Part: Unless otherwise specified by the City or by the bidder, THE CITY OF SAVANNAH RESERVES THE RIGHT TO MAKE AWARD ON ALL ITEMS, OR ON ANY OF THE ITEMS ACCORDING TO THE BEST INTEREST OF THE CITY. Bidder may restrict his bid to consideration in the aggregate by so stating, but must name a unit price on each item bid upon.
- 2.8 **Warranties for Usage:** Whenever a bid is sought seeking a source of supply for a specified period of time for materials or services, THE **QUANTITIES OF USAGE SHOWN ARE ESTIMATED ONLY.** No guarantee or warranty of any amount is given or implied by the City as to the total amount that may be purchased from any resulting contracts.

- 2.9 **Prices to be Firm:** Bidder warrants that bid prices, terms and conditions quoted in his bid will be firm for acceptance for a period of ninety (90) days from opening date.
- 2.10 Description of Materials: Proposals for materials, supplies, vehicles, and/or equipment should be accompanied by copies of detailed factory specifications, ratings, technical data, including accurate descriptions of the exact materials, supplies, vehicles, and/or equipment on which bids are made.
- 2.11 **Completeness:** All information required by Invitation to Bid must be completed and submitted to constitute a proper bid.
- 2.12 **Quality:** All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new (unless otherwise specified), the latest model, of the best quality, and highest grade workmanship. Vehicles and/or equipment shall be equipped with such necessary equipment complying with the Georgia State Law, but not including licensing. Also, materials must comply with all applicable Federal and State OSHA requirements in affect at the time of bid.
- 2.13 Acceptance of Material: The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or services is made and therefore accepted to the satisfaction of the City. IN THE EVENT THAT THE MATERIAL AND/OR SERVICES SUPPLIED TO THE CITY IS FOUND TO BE DEFECTIVE OR DOES NOT CONFORM TO SPECIFICATIONS, THE CITY RESERVES THE RIGHT TO CANCEL THE ORDER UPON WRITTEN NOTICE TO THE SELLER AND RETURN THE PRODUCT TO THE SELLER AT THE SELLER'S EXPENSE AND TO INVOKE THE PROVISIONS OF SECTION 2.22.
- 2.14 **Plant and Facility Inspections:** The Purchasing Department may require the vendor to make his plant and facilities available for inspection; or may require additional information concerning the vendor's ability to perform compliant with the requirements of this specification. Failure to comply with this requirement may cause rejection of the bid package.
- 2.15 **Guarantee:** Unless otherwise specified by the City, the bidder shall unconditionally guarantee the materials and workmanship on all material and/or services. If, within the guarantee period any defects occur which are due to faulty material and or services, the bidder at his expense, shall repair or adjust the condition, or replace the material and/or services to the complete satisfaction of the City. These repairs, replacement or adjustments shall be made only at such time as will be least detrimental to the operation of City business.
- 2.16 **Manufacture or Dealer Advertisement:** No manufacturer or dealer advertising attachment shall appear on products delivered to the City without prior approval by the City of Savannah.
- 2.17 **Brand Name:** If and wherever brand names, makes, names of manufacturers, trade names, vendor catalogs or model numbers are stated, they are for the purpose of establishing a grade or quality of material.
- 2.18 "OR EQUAL" Interpretation: It is the vendor's responsibility to prove to the City that each bid item is equal to the grade or quality of material specified.

On all such bids, the bidder shall indicate clearly the product (brand and catalog or model numbers) on which he is bidding, and shall supply a sample and sufficient data in detail to enable an intelligent comparison to be made with the particular brand or manufacturers specified. Failure to submit the required information will be sufficient grounds for rejection of bid. The City shall be the sole judge concerning the merits of bid submitted. If the vendor has any questions relative to whether his product is equal to the grade or quality of the product specified, he should resolve this issue at the pre-bid conference; however, if the extent of the discussion precludes resolution at the pre-bid conference, the vendor should contact the Purchasing Director and resolve the issue prior to submission of bid.

NOTHING HEREIN PRECLUDES TESTING AS SPECIFIED BY THE CITY. VENDOR SHALL BEAR EXPENSES OF TESTS.

- 2.19 **Certified Test Report:** Each bidder shall provide a copy of a certified test report prior to or with their sealed bids when specified. The certified test report shall be from a recognized independent testing laboratory or manufacturer's quality control laboratory showing all test results and full compliance with the appropriate specification indicated herein. However, the City will bear the cost of any independent tests or consultant services it so chooses to perform.
- 2.20 **Samples and Demonstrations:** Evidence in the form of samples may be requested. When required, such samples are to be furnished after the date of bid opening only upon request of the City unless otherwise stated in the bid proposal. If samples are requested, unless otherwise authorized, such samples must be received by the City no later than seven (7) days after formal request is made. The City may request full demonstration of any item(s) bid prior to the award of any contract.

Bid samples shall be an exact and true representative sample of the actual material offered. Each bid sample shall be properly tagged or labeled with the name of the bidder and manufacturer, the bid opening date, and the bid number. Bid samples shall be provided at no additional costs to the City. Samples not used for tests will be returned to the bidder at the bidders' expense if so requested.

Furthermore, the City reserves the right to secure additional check samples from the actual material supplied. In the event the check samples fail to conform with the contract requirements, the contractor shall immediately replace the portion of the delivered commodity with acceptable material conforming to the contract requirements at no additional cost to the City.

- 2.21 Liability: Where bidders are required to enter or go onto City of Savannah property to deliver materials or perform work or services as a result of bid award, the bidder shall be liable for any injury, damage or loss to the City occasioned by negligence of the bidder or his agent or any person the bidder has designated in the completion of his contract as a result of his bid and shall indemnify and hold harmless the City from any liability arising therefrom. When specified a certificate showing appropriate liability insurance coverage must be submitted to the Purchasing Director prior to award of the purchase. In connection with its indemnification and Hold Harmless, bidder shall be required to notify its liability insurance carrier and the City of any and all claims for injury, damage or loss occasioned by the negligence or alleged negligence of the bidder (or his agent) or any person the bidder has designated in the completion of his contract.
- 2.22 **Default Provision:** The contract may be cancelled or annulled by the City of Savannah in whole or in part by written notice of default to the Contractor upon non-performance or violation of contract terms. An award may be made to the next low bidder, for articles and/or services specified or they may be purchased on the open market and, the defaulting Contractor (or his surety) shall be liable to the City of Savannah for costs to the City in excess of the defaulted contract prices. The Contractor shall continue the performance of this contract to the extent any part is not terminated under the provisions of this clause.
- 2.23 Patent Indemnity: Except as otherwise provided, the successful bidder agrees to indemnify the City and its officers, agents and employees against liability, including costs and expenses for infringement upon any letters or patent of the United States arising out of the performance of this Contract or out of the use or disposal by or for the account of the City of supplies furnished or construction work performed hereunder.
- 2.24 **Certification of Independent Price Determination:** By submission of this bid, the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:
 - (1) The prices in this bid have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - (2) Unless otherwise required by law, the prices which have been quoted in this bid have not

- been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor;
- (3) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition; and
- (4) No agent or employee of the City of Savannah has been bribed in connection with this bid solicitation.
- 2.25 **Award of Contract:** The contract, if awarded, will be awarded to the most responsive and responsible bidder whose bid will be most advantageous to the City, price and other factors considered. The City will make the determination.
- 2.26 **Local Vendor Preference:** The City of Savannah has a local vendor preference policy which allows the lowest local bidder, (defined as within the incorporated City limits), within 1% or \$ 10,000, whichever is less, of the lowest non-local bidder, to match the bid submitted by the non-local bidder and therefore be awarded the contract.
- 2.27 **Minority/Women Business Enterprise (MWBE) Policy:** It is the policy of the City to provide minority and women owned business enterprises with equal opportunity for participating in selling goods and services to the City of Savannah. Bidders are required to make "Good Faith Efforts" to subcontract, where applicable, with or purchase supplies from MWBEs. The bidder shall keep records of such efforts that are adequate to permit a determination of compliance with this requirement. The bidder shall also submit the attached notice of non-discrimination with their bid.
- 2.28 **Qualified Vendor**: A "Qualified Vendor" is defined for this purpose as one who meets, or by the date of bid acceptance can meet, all requirements for licensing, insurance and service contained within these specifications.
- 2.29 **Compliance With Specifications Terms and Conditions:** The Invitation to Bid, Legal Advertisement, General Conditions and Instructions to Bidders, Specifications, Special Conditions, Vendor's Bid, Addendum, and/or any other pertinent documents form a part of this proposal and by reference are made a part hereof.
- 2.30 **Signed Bid Considered Offer:** The signed bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon approval by the Mayor and Alderman of the City of Savannah, the City Manager or his designee. In case of a default on the part of the bidder after such acceptance, the City of Savannah may take such actions as it deems appropriate including legal action for damages or specific performance.
- 2.31 **Notice to Proceed:** The successful bidder shall not commence work under this invitation to bid until duly notified by receipt of contract signed as executed by the City Manager or the Purchasing Director. If the successful bidder does commence any work prior to receiving official notification, he does so at his own risk.

SPECIAL CONDITIONS

3.1 **Price Change:** Preference shall be given to the bidder submitting the lowest and best firm price as his bid. Should it be found that due to unusual market conditions it is in the best interest of the City to accept a price with an escalation clause, the following shall apply: Unless otherwise specified, prices shall be reviewed no more often than on a

quarterly basis.

Cost data to support any proposed increase must be submitted to the Purchasing Director no less than 30 days prior to the effective date of any such requested price increase.

Any adjustment allowed shall consist of verifiable material cost increases which may be passed on to the consumer.

No adjustment shall be made to compensate a supplier for inefficiency in operation, or for additional profit.

Bids indicating price in effect at time of shipment will be considered invalid.

3.2 **Bonds:** (Check where applicable)

	[]	(A)	Each bidder shall post a bid bond , certified check or money order made payable to the City in the amount of % of the bid price. A company check is not acceptable. No bids shall be read or considered without a proper form of security.
	[X]	(B)	No bond, certified check, or U.S. Money Order is required.
	[]	(C)	Bidder shall post a payment / performance bond, certified check or money order payable to the City in the amount of 100% of the bid price if awarded the purchase. Such bond(s) are due prior to contract execution as a guarantee that goods meet requirements of the contract including timely delivery, performance specifications and warranty requirements. Such bonds will also guarantee quality performance of services and timely payment of invoices to any subcontractors.
	[]	(D)	Bidder shall post a performance bond , certified check or money order in the amount of % of the bid price if awarded the purchase. Such bond(s) are due prior to contract execution as a guarantee of timely delivery and that equipment, materials and /or goods are delivered according to specifications.
Georgia	a, appro	ved by th	ovided, it shall be executed by a surety authorized to do business in the State of the City, and must be executed on the attached forms. At the discretion of the City, may be considered in lieu of a performance bond.
3.3	City Li		Requirement: Contractor must be licensed in the State of Georgia by ment entity for which he does the majority of his business.
3.4	Warrar	nty Requ	uirements: (Check where applicable)
	[X] []	(A) (B) []	Provisions of item 2.12 in regards to quality shall apply. Warranty required. (a) Standard Warranty shall be offered with bid. (b) Extended Warranty shall be offered with bid.
3.5	Terms	of Cont	ract: (Check where applicable)
	[X] []	(A) (B) (C)	Annual Contract One time Purchase. Other

Specification Number Description 4.0 The following specifications describe fertilizer, insecticide, herbicide, fungicide and seed requirements for use by the Park and Tree Department, Buildings and Grounds Department, other City departments, and the Savannah Airport Commission. 4.1 **Turfgrass Fertilizer:** 4.2 Scope: This specification establishes the minimum requirements for the purchase of a high-quality, granular, slow-release, non-burning product composed of dust-free particles. 4.3 Classification: The fertilizer outlined in this specification shall be specially formulated for high-traffic turfgrass areas such as public parks, schools, and athletic fields. 4.4 Functional Requirements: The fertilizer acquired shall be a slow release, dust-free, ready-to use 4.5 granular product formulated to produce shoot growth and root development. 4.6 The fertilizer in this product shall be an easy-spreading, non-burning, longlasting maintenance fertilizer. 4.7 The fertilizer in this product shall be uniform in size. 4.8 Clumping and/or trash found in fertilizer will be grounds for canceling contract.

5.0 Material Requirements:

5.1 **Fertilizers:**

The following analysis shall be used:

24-5-11 50% SCU Urea with Iron 14-14-14 90% SCU with minor elements

A minimum of 50% of the nitrogen derived from urea, methylene ureas, and/or polymer coated ureas. A maximum of 25% of the nitrogen, and all of the phosphorous derived from ammoniated phosphate. Potassium derived from muriate of potash or potassium sulfate. Nitrogen Availability Index (NAI) for the insoluble fraction - 40/50%. The partial salt index (base unit of phosphorous) will not exceed 1.6.

5.1.1 A dry-applied granular non-burning, ready-to-use product of dust-free granules. Ingredients reacted and condensed to form a cellular, self-supporting product. 90% of particles passing through a U.S. 6 mesh sieve, but not a 16 mesh sieve.

5.2 Fungicides:

- 5.2.1 Scope: This specification establishes the minimum requirements for the purchase of high-quality fungicides.
- 5.2.2 Classification: The fungicides outlined in these specifications shall be specially formulated for high-traffic turfgrass areas such as public parks, schools, and athletic fields.
- 5.2.3 Functional Requirements:

The product acquired shall provide prevention and control of the following turf diseases

Pink Snow Mold
Pythium Blight
Pythium Damping Off
Dollar Spot (Scleritinia Homoeocarpa)
Brown Patch (Rhizoctonia Solani)
Leaf Spot/Melting Out
Anthracnose

- 5.2.4 The chemicals used in these products shall be suitable for use on newly sprigged or established lawns of St. Augustine, Zoysia, Centipede, Bermudagrass, and Ryegrasses.
- 5.2.5 The following fungicide or equal be used:

Daconil/Manicure 54% active

5.3 Insecticides:

- 5.3.1 Scope: This specification establishes the minimum requirements for the purchase of high quality insecticides.
- 5.3.2 Classification: The insecticide outlined in this specification will be specially formulated for use on high-traffic turfgrass areas such as public parks, schools, and athletic fields.
- 5.3.3 Functional Requirements:

The products acquired shall provide control of white grubs (such as

Japanese Beetle, Masked Chafer, European Chafer, and Black Turfgrass Ataenius), Hyperodes Weevil, Chinch Bugs, Mole Crickets, Sod Webworms, Scale Insects, Leaf Hoppers, Assorted Mites, and Fire Ants.

- 5.3.4 The chemicals acquired in these products shall be suitable for use on newly sprigged or established laws of St. Augustine, Zoysia, Centipede, Bermuda Grass and Rye Grasses.
- 5.3.5 The following insecticides or equal will be used:

Top Choice .0143 active Aquatic Glyphosate Horticultural Oil Permethrin Pro 36.8% active Merit Granular M-Ped Soap Lindane Surfactant Diquat

5.4 Herbicides:

The following herbicides or equal will be used:

Fusilade II 24.5% active

Lontrel 40.9% active

Campaign

Image

Oust

Southern Trimec

Pendamethilin pre m 37.4%

Sahara

Garlon

Direx

Pendamethilin pre m 37.4%

5.5 Miscellaneous Items:

Blue Tracker Dye: (Liquid) Spreader/sticker. Dolomitic Limestone Turface (Pro Choice)

5.6 Yucca Products: Manufacturer- Plant Healthcare Products

Terra Sorb Medium Hydrogel Yuccah Wetting Agent Mycortree Rootsaver Vertimulch Flexx Turf Mix Mycortree Saver

5.6.1 For all other yucca products, please list % discount offered from catalog list price %

5.7 Grass Seed:

- 5.7.1 Seed must be ready for pickup by early October.
- 5.7.2 Types of seed Perennial Rye:

Acceptable Varieties-(or equal)

Perennial Rye: Sunrise Primo

Evening Shade

Southeast Eagle Blend

Annual Rye: (Any variety)

- 5.7.3 Seed must be "certified seed" with a germination rate that is a minimum of 90%.
- 5.7.4 Bidder should note additional charge for pre-treating seed with "Koban" for fungus control.

6.0 Other Requirements:

- 6.1 Bidder shall furnish with his bid descriptive literature and/or technical data on the products he proposes to furnish.
- 6.2 All materials must be labeled for turf and ornamentals.
- The City reserves the right to submit an unopened sample of the bidder's product to independent lab analysis to document salt index and water-insoluble nitrogen content. Upon request, the samples must be submitted within ten (10) days from the date of bid opening.
- The successful bidder shall provide a technical representative at no additional cost to the City. The representative shall visit each facility 4-5 times per year and make evaluations and recommendations based on soil tests provided (at no additional charge) to the City and general conditions of the parks. This evaluation shall be followed by a report on the evaluations and the recommendations for each facility. This report will be sent back or reported verbally to the manager of the department or the City Horticulturist of the Park and Tree Department.
- 6.5 Material Safety Data Sheets should be included with each item that is delivered.
- A local storefront is required by the City of Savannah only. Products will be picked up by City representatives on an "as needed" basis. Hours of operation should be Monday through Friday, 8 a.m. to 5 p.m.
- 6.7 Bidders must quote unit price; ie. per gallon, per pound or per ounce. Failure to do so may result in rejection of bid. You may indicate how item is packaged.
- 6.8 The City reserves the right to subject an unopened sample of the bidder's

product to independent lab analysis, to document purity, type, and germination rate. Upon request, the samples must be submitted within 10 days from the date of the bid opening.

7.0 Special Conditions:

- 7.1 The Exception Sheet, Bid Proposal Pages, Non-Discrimination Statement, Proposed Schedule of M/WBE Participation, and Qualification of Bidders forms of the bid packet proposal must be completed and returned in their entirety in order to constitute a complete bid.
- 7.2 Bids must be submitted in **DUPLICATE**.
- 7.3 The award will be to the bidder offering the lowest net cost to the City who meets or exceeds all specifications herein.
- 7.4 The City reserves the right to split this award by section if deemed to be in its best interest.
- 7.5 The City reserves the right to renew this contract for one additional 12 month period if all terms and conditions remain unchanged and if all parties so agree.

7.6 **Send original invoice to:**

City of Savannah Accounts Payable P.O. Box 1027 Savannah, GA 31402

Send duplicate invoice to: City of Savannah Park & Tree Department 2600 Bull Street. Savannah, GA 31401

Invoicing for the Airport Commission: Savannah Airport Commission Attn: Accounts Payables 400 Airways Ave. Savannah, Ga. 31408

7.7 Vendor is responsible for determining and acknowledging any addenda issued in connection with this bid solicitation.

Exception Sheet

If the commodity(ies) and/or services proposed in the response to this bid is in anyway different from that contained in this proposal or bid, the bidder is responsible to clearly identify by specification section number, all such differences in the space provided below. Otherwise, it will be assumed that bidder's offer is in total compliance with all aspects of the proposal or bid.

Diu.	
Below are the exceptions to the stated specification	ons:
Date	Signature
	Company
	Title

BID PROPOSAL FORM

	Savannah Purchasing Dept		BID NUMBER: 05	.0074	
P. O. Bo Savanna	or, City Hall x 1027 ah, Georgia 31402 Purchasing Director		One)	Chatham Cou City of Savan Other	nty nah
Name of	Bidder:				
Street A	ddress:				
	PHONE #:()	Fax #_			
DO YOU	HAVE A BUSINESS LICENSE IN	THE STATE OF GEO	ORGIA? (CHECK ONE) YI NO:	ES:	
LICENSI	ED BY WHAT CITY/COUNTY		BUSINESS LICENSE #: _ FED TAX ID#:		
CORI PART INDIV OTHE Do you If yes, pl any MW THE UNI SPECIFI	TE LEGAL FORM OF BIDDER: STAPORATION NERSHIP IDUAL R (SPECIFY:) plan to subcontract any portion of lease complete the attached sche BE suppliers. DERSIGNED PROPOSES TO FURICATIONS AND BID INVITATION IS LY MARKED IN THE ATTACHED COMPOSES.	_MINOI BLAC _NON- WON f this project? Yes_ dule of MWBE partic NISH THE FOLLOWI	RITY OWNED (51% OWNERS, HISPANICS, OR ASIAMINORITY OWNED AN OWNED No Cipation. Also complete to our or savenication. NG ITEMS IN STRICT COMES OF SAVANNAH FOR THE	ANS) he schedule i	TO THE BID
ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	MANUFACTURER'S NAME & MODEL	UNIT PRICE	TOTAL
	Fertilizer: (Spec. 5.1)				
1	24-5-11-50% w/SCU	75,000 Lbs.			
2	14-14-14-90% SCU	2,000 Lbs.			
			SUB TOTA	L \$	
	Fungicides: (Spec.5.2)				
3	Daconil/Manicure	50 Gallons			
			CUR TOT		

		,		1	_
	Insecticides: (Spec. 5.3)				
4	Top Choice or Fipronil	15,000 Lbs.			
5	Lindane	8 Gallons			
6	Aquatic Glyphosate	50 Gallons			
7	Surfactant	100 Gallons			
8	Merit-Granular	5,000 Lbs.			
9	Horticultural Oil	10 cases			
10	M-Ped Soap	10 cases			
			SUB TOTA	AL \$	
	Herbicides: (Spec. 5.4)				
11	Fusilade	200 Gallons			
12	Campaign	300 Gallons			
13	Image	25 Gallons			
14	Oust	36 Lbs.			
15	Southern Trimec	150 Gallons			
16	Pendimethrin Pre M	1,000 Gallons			
17	Sahara	800 Lbs.			
18	Garlon	100 Gallons			
19	Direx	100 Gallons			
			SUB TOTA	AL \$	_
	Miscellaneous: (Spec.5.5)				
20	Dye-Liquid	50 Gallons			
21	Spreader/Sticker	60 Gallons			
22	Limestone	150,000 Lbs.			
23	Turface (Pro Choice)	16,000 Lbs.			

SUB TOTAL \$

	Yucca Products: (Spec. 5.6)				
24	Terra Sorb Medium Hydrogel	1 Box			
25	Yuccah Wetting Agent	6 -55 gallon drums			
26	Mycortree Rootsaver Vertmulch	1 Box			
27	Flexx Turf Mix	60 Cases			
28	Mycortree Saver	10 Boxes			
	L	l .	SUB TOT	AL <u>\$</u>	
	One of Oceals (One of				
	Grass Seed: (Spec. 5.7)				
29	Perennial Grass Seed	35,000 Lbs.			
30	Annual Grass Seed	8,000 Lbs.			
			SUB TOT	TAL <u>\$</u>	
			TOTAL GROSS	BID <u>\$</u>	
			_		
	NT TERMS: PLEASE CHECK ON m of 10 Working days must be alloward).				
	Less % Days Pron	npt Payment Discount (i	f offered)	()
	Net - 30 Days	(No discount offe	ered)	<u>-</u>	0 -
			TOTAL NET BID	\$	
				=====	
TIME RE	EQUIRED FOR DELIVERY AFTER	R RECEIPT OF ORDER	R: Days		
CONFIR	M RECEIPT OF ANY ADDENDA	ISSUED FOR THIS BID	D: ADDENDUM#		
			DATE		
I certify t marked	this Bid complies with the General in the attached copy.	and Specific Specificati	ons and Conditions issued	by the City ex	cept as clearly
	D:				
F	Please Print Name	(Authorized Sig	gnature) Dat	е	

NON-DISCRIMINATION STATEMENT

The bidder certifies that:

- (1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, or gender in connection with any bid submitted to the City of Savannah or the performance of any contract resulting therefrom;
- (2) That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract or otherwise interested in contracting with this Company, including those companies owned and controlled by racial minorities, cultural minorities, and women:
- (3) In connection herewith, We acknowledge and warrant that this Company has been made aware of, understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;
- (4) That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;
- (5) That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;
- (6) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the City of Savannah to declare the contract in default and to exercise any and all applicable rights and remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on a contract.

Signature	Title

PROPOSED SCHEDULE OF MINORITY/WOMEN BUSINESS ENTERPRISES PARTICIPATION

Name of	f Bidder/Proposer:	<u> </u>			Е	Bid No. <u>05.0074</u>	
Project ⁻	Γitle:			Total	Bid An	nount \$	
	Name of M/WBE Participant	Add	dress	Type of Wo Sub-Contra	rk icted	Subcontract Value	MBE/ WBE Status
						\$	
						\$	
						\$	
						\$	
						\$	
Subcont execution If the pri	ersigned will enter ractors/Proposers g of a contract with me bidder is a joir el of work and final firm.	identified h the Ma	d herein for wo yor and Alderm Joint Venture , please desci	rk listed in this nen of the City Disclosure ribe below the	s sched of Sav	vannah. of the joint vent	ture
Jo	int Venture Firms		Level of W	ork	Financ	cial Participation	
Signatur	e:						
Title <u>:</u>							
Please of	ne Minority/Woman contact the Office a ah has also posted	at (912) 6	51-3653. This	form may be	copied	as needed. Th	e City of

`	Vendor Number:
,	Acceptance Date:
l	Ву:

QUALIFICATION OF BIDDERS

City of Savannah Director of Purchasing P.O. Box 1027 Savannah, GA 31402

			All Res	ponses Sho	uld Be Typed Or Printe	ed
Name of Applicant:				Date of Ap		
Address to which Bidd	ling Forms and Pu	urchase	Orders are	to be Mailed	:	
Address to which Payr	nents are to be M	ailed:		How long i	n present business?	
Type of Organization (Individual Partners				If Incorpora	ated, Please Provide S	ate of Incorporation:
			Owners of	Concern, Pa	rtnership, Etc, As Well	As Years of Experience
(A) President:				(B) Vice-Pr	esident:	
Secretary:				(D) Treasu	rer:	
(E) Owners or Partners	3			(E) Other		
Please Provide Your C	urrent Dun and B	radstre	et® Rating, It	f Available:		
Please List All Persons Specify):					acts In Your Name: (If	Agent, Please So
	Name				Official Capa	ncity
O		D' 1		- (IC A) - O '()	
Contact Persons on Ma	atters Concerning	Bids a				anhana Numbar
Name_			Official	Capacity	1 610	ephone Number
How Many Years Has \	our Company Be	en In B	usiness?		I	
How Long Has Your Co				1?		
Approximately How Ma	• •				a Regular Basis for th	is Contract?
How Many Salaried Su						
Please List Five (5) Clic Reference Check:	ents in the Savani	nah-Cha	atham Coun	ty Area, For	Whom You Are Provid	ing Services, for a
Name	Address			art ate	Years of Service	Contact Person and Phone No.

Current Number of Employees	Amount of Inver Carried In Own War			Space ire Feet)	Net \	Worth
. ,			Manufacturing	Warehouse	Date	Amount
			that the informat			
Minority Vendo	or? Yes No	connect	ct and that heline ion with the app se declared ine ng materials, sup	licant as a princ ligible by any p	oublic agency f	s now barred rom bidding f